

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400175

PRINT DATE: 10/23/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1142009655
K D FAULKNER LANDSCAPE LLC
101 RITCHIE HWY

PASADENA, MD 21122
(443) 758-5952

REFER QUESTIONS TO:

JAMIKA BOWEN
(410) 767-8735
JAMIKA.BOWEN@MARYLAND.GOV

ITB: 001IT819584

EXPR DATE: 12/01/17
POST DATE: 10/23/14

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 90,792.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

GROUND MAINTENANCE AT MDVA CROWNSVILLE VETERANS CEMETERY, 1122
SUNRISE RD, CROWNSVILLE, MD 21032.

VENDOR CONTACT: KEITH FAULKNER

AGENCY OPERATING FUNDS:

D55 15 225CR 0814 \$30,264.00
D55 16 225CR 0814 \$30,264.00
D55 17 225CR 0814 \$30,264.00

SMALL BUSINESS CERTIFICATION#-SB12-15420

PLEASE RETAIN SECTIONS A, B, AND C FOR FUTURE REFERENCE.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	98836-MOWING	EA	
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GROUPS MAINTENANCE: MOWING/LAWN MAINTENANCE

BILLING RATE TO PROVIDE GROUNDS MAINTENANCE PER SECTION C-SPECIFICATION AT MD VETERANS AFFAIRS CROWNSVILLE VETERAN CEMETERY, 1122 SUNRISE BEACH RD, CROWNSVILLE, MD 21032 FOR A PERIOD OF THREE (3) YEARS BEGINNING DECEMBER 1, 2014 AND ENDING NOVEMBER 30, 2017 IN ACCORDANCE WITH THE STATES TERMS, CONDITIONS, REQUIRED CONTRACT PROVISIONS, AND SPECIFICATIONS. THERE ARE NO RENEWAL OPTIONS.

BILLING RATE: \$1,164.00 PER MOW (78 MOWS TOTAL)

END OF ITEM LIST


THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

STATE YOUR FEDERAL TAX IDENTIFICATION # 14-2009655

IF A CONTRACTOR SUBJECT TO THE LIVING WAGE LAW FAILS TO SUBMIT ALL RECORDS REQUIRED UNDER COMAR 21.11.10.05 TO THE COMMISSIONER OF LABOR AND INDUSTRY AT THE DEPARTMENT OF LABOR, LICENSING AND REGULATION, THE AGENCY MAY WITHHOLD PAYMENT OF ANY INVOICE OR RETAINAGE. THE AGENCY MAY REQUIRE CERTIFICATION FROM THE COMMISSIONER ON A QUARTERLY BASIS THAT SUCH RECORDS WERE PROPERLY SUBMITTED.

***** LAST PAGE *****

AUTHORIZED BY:



BUYER AUTHORIZED DESIGNEE

DATE:

10/23/14

**SECTION C - SPECIFICATION
GROUNDS MAINTENANCE FOR:
MARYLAND DEPARTMENT OF VETERANS AFFAIRS
CROWNSVILLE VETERANS CEMETERY
Solicitation # 001IT819584/MDDGS31016197
Small Business Preference**

1. GENERAL INFORMATION

- 1.1. This Invitation To Bid (ITB) has been issued by:

Jamika Bowen, DGS Procurement Officer
Maryland Department of General Services
Email – Jamika.Bowen@maryland.gov

All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee.

- 1.2. This ITB is to be read and construed as a whole.
- 1.3. Bidders agree to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of the Bid. **Bidders shall not change or alter any Attachment or alter any other State attachments or the Bid will be rejected.**
- 1.4. Each Bidder is responsible for fully reading and understanding the terms and conditions of this ITB. Any Bidder finding any discrepancy in or omission from the ITB, or who is in doubt as to the meaning of any provision of this ITB, must direct questions or requests for clarification in writing to the Procurement Officer at the earliest possible time. **Questions are to be submitted no later than 12:00 p.m. on August 25, 2014.**
- 1.5. In the event it becomes necessary to revise any part of the ITB, or if any additional information is required to enable potential offers to interpret the provisions of the ITB, an amendment will be issued by DGS and posted on eMaryland Marketplace. **PROSPECTIVE BIDDERS SHOULD REVIEW EMARYLAND MARKETPLACE PERIODICALLY TO DETERMINE WHETHER OR NOT DGS HAS ISSUED AN AMENDMENT TO THIS ITB.** DGS is not responsible for notifying Bidders of amendments to the ITB other than by posting amendments on eMaryland Marketplace.

Small and Minority Business Enterprises are encouraged to respond to this solicitation

2. GENERAL INFORMATION

The Maryland Department of Veterans Affairs, an Agency of the State of Maryland receives grants from the National Cemetery Administration, an Agency of the US Department of Veterans Affairs and therefore must adhere to the National Cemetery Administration's National Shrine Commitment, Operational Standards and Measures Manual.

The Maryland Department of Veterans Affairs honors veterans with a final resting place and lasting memorial that commemorate their service to our Nation. Veteran's Cemeteries are National Shrines.

3. BACKGROUND

- 3.1 The U.S. Department of Veterans Affairs (VA) State Cemetery Grants Program was established in 1978 to compliment VA's national cemeteries. The program assists states, territories and tribal governments in providing gravesites for Veterans in those areas where NCA cannot fully satisfy their burial needs. Cemeteries established under the grant program must conform to the standards and guidelines pertaining to site selection, planning and construction prescribed by VA.
- 3.2 In 1999 Congress passed legislation requiring VA to ensure that National Cemeteries serve as a dignified and respectful setting. Each Cemetery is to be an expression of appreciation and respect of a grateful Nation for the service and sacrifice of her veterans.
- 3.3 Further, each National Cemetery is to be maintained as a National Shrine. A National Shrine is defined as a place of honor and memory that declares to the visitor/family who views it as a majestic setting, offering a sense of serenity, historic sacrifice and nobility of purpose. The National Cemetery is a beautiful and awe-inspiring tribute to those who gave much to preserve our Nation's freedom and way of life.

4. OVERVIEW

The overall responsibility of the Contractor awarded this Contract is to plan, coordinate, organize, manage and perform the activities of "mowing and trimming" described herein, which are required to maintain a healthy and aesthetic appearance of the Cemetery grounds.

5. CONTRACT TERM

The term of this contract shall be for a period of three (3) years, beginning December 1, 2014 through November 30, 2017.

6. PRE-BID CONFERENCE/SITE VISIT

- 6.1 Each bidder is encouraged to attend the scheduled pre-bid conference/site visit. Normally, attendance at the pre-bid is not mandatory. **However**, if there is any Minority Business Enterprise (MBE) Goal whatsoever on this solicitation, bidders or offerors including those bidders or offerors that are certified MBEs are required attend pre-bid or other meetings the procurement agency schedules to publicize contracting opportunities to certified MBEs. (See COMAR21.11.03.09 C. (2) (e)).

In addition, it is highly recommended that ALL Prime Contractors bring their intended subcontractors to the pre-bid conference/site visit to ensure that all parties understand the requirements of the contract and the goal. Finally, MBE Subcontractors are encouraged to attend the pre-bid conference/site visit to “market” their participation to potential prime contractors.

- 6.2 **The pre-bid conference/site visit is scheduled in the conference room August 20, 2014 at 8:00 a.m. at the Crownsville Veterans Cemetery, 1080 Sunrise Beach Road, Crownsville, Maryland 21032.** At the scheduled pre-bid conference/site visit, each bidder will be permitted to examine the system, familiarize himself/herself with the full nature and extent of the work and obtain answers to questions about or clarifications of the contract. It is the sole responsibility of the Contractor to familiarize himself/herself fully with the system and the contents of these specifications. Failure to do so does not relieve the successful bidder from his obligations to comply with all aspects of this Bid package for the amount he/she specifies as his/her bid.

- 6.3 As promptly as feasible after the Conference, a written summary of the Conference and all questions and answers known at the time will be distributed electronically via eMaryland Marketplace at all prospective bidders known to have received a hard copy of this IFB.

7. SCOPE OF WORK

- 7.1 The contractor shall furnish all personnel, supervision, professional expertise, vehicles, tools, materials, services, equipment, supplies and quality control to ensure that grounds maintenance is performed in a manner that will meet or exceed the requirements to maintain healthy grass and that presents a clean, neat, professional and aesthetic grounds appearance throughout the Cemetery in accordance with the Contract specifications and the National Cemetery Administration’s National Shrine Commitment, Operational Standards and Measures Manual (Exhibit A).
- 7.2 All grass shall be maintained in the same manner as a high quality residential lawn under contract from a professional lawn maintenance service. Areas scheduled for mowing under this contract include burial sections, high visibility specialty areas (e.g., main entrance to cemetery, Chapel and Administration Building).
- 7.3 This service contract is for cemetery turf mowing and trimming of the headstones, Administration Buildings, Chapels, sidewalks and flowerbeds at the Crownsville Veterans Cemetery. Grounds maintenance shall be performed in grave areas in accordance with the

attached Mowing Zone Location Map (**Attachment 1**). The grave areas of each cemetery will be cut on the below listed schedule. At the Superintendent's discretion, the schedule may be modified based on weather and/or field conditions. The number of cuts under this contract may not exceed twenty-six (26) cuts per year.

The mowing season is defined as March through November.

<u>Calendar Year 2015</u>		<u>Calendar Year 2016</u>		<u>Calendar Year 2017</u>	
March	2 cuts	March	2 cuts	March	2 cuts
April	3 cuts	April	3 cuts	April	3 cuts
May	4 cuts	May	4 cuts	May	4 cuts
June	4 cuts	June	4 cuts	June	4 cuts
July	2 cuts	July	2 cuts	July	2 cuts
August	2 cuts	August	2 cuts	August	2 cuts
September	3 cuts	September	3 cuts	September	3 cuts
October	4 cuts	October	4 cuts	October	4 cuts
November	2 cuts	November	2 cuts	November	2 cuts

7.4 The Cemetery Superintendents may elect to alter the number cuts per month within the allowable total cuts if, in his/her opinion, growing conditions and/or other factors warrant it. The Cemetery Superintendent or his/her designee shall notify the Contractor of any alterations to the mowing schedule, a minimum of one (1) day prior to scheduled mowing and trimming.

7.5 All services under this scope of work shall be subject to the direction and approval of the Cemetery's Superintendent:

Name	Number
Virginia P. Ritter, Superintendent	(410) 987-6320

7.6 Mowing and trimming shall be performed in a manner that will not damage the turf, flat granite markers, permanent in-ground flower vases, or other appurtenances on the property. The Contractor shall be responsible for repairing and/or replacing any damage to headstones, permanent in-ground flower vases and appurtenances.

7.7 The mowing zone consists of approximately fifty-five (55) acres with a maximum of 18,000 headstones, entrance area, sidewalks, flowerbeds, Chapel and the Administration building to be trimmed.

7.8 The Contractor shall maintain the turf in burial and public areas at a height of three (3") inches and no lower.

7.9 The Contractor shall mow all turf areas on each mowing event.

7.10 Mowed areas shall be free of scalping, rutting, bruising, and uneven and rough cutting. Use of cutting equipment that is out of adjustment, thereby causing streaks or irregularities, uneven

cutting, plowing, or gouging of soil is not permitted. After cutting, grass shall have a uniform height.

- 7.11 The Contractor shall exercise care to insure that grass clippings are blown away from roadways and from the surface of flat granite markers. Blowing clippings back into turf areas will be acceptable. Clearly visible clumps of grass clippings and/or windrows of clippings, as a result of infrequent mowing, shall immediately be removed and disposed of at no extra cost to the State.
- 7.12 New seed/sod will be present at all newly buried gravesites, second interment gravesites, and repaired gravesites locations. New seed/sod areas shall be hand mowed until it is fully established to the point where it will not be damaged by riding mowers.
- 7.13 Contractor shall be familiar with and utilize different mowing patterns and shall change direction, change patterns, and vary mower wheel width patterns with after mowing thereby reducing turf wear, prevent wheel rutting, and provide neater appearance. All mowing around trees will be accomplished in a manner that prevents a "ringing pattern" around the tree and associated damage to turf.
- 7.14 There may be periods of excessive rainfall when the Contractor cannot access areas for mowing due to excessive wetness. The Cemetery Superintendent has the authority to stop work if weather conditions are such that work will do more damage than good to the Cemetery grounds. During those periods, the Contractor will be expected to ensure the grass is cut in less than a week's time once grass is suitable for mowing.
- 7.15 Trimming operations of all non-mowed turf areas, along with edging of curbs and sidewalks, will be considered part of mowing and accomplished concurrently with mowing operations. A mowing cycle will not be considered complete until all trimming operations are accomplished.
- 7.16 All non-mowed turf areas to include the base of headstones, flat markers, trees, planting beds, monuments, curbs/curbing, section markers, walls, fences, signs, other vertical surfaces or any other structure or area that cannot be maintained by traditional mowing equipment shall be trimmed. Care should be taken to avoid contact with these elements (headstones, markers, monuments, walls, fences, trees, shrubs, flowers, any other desirable plant materials, etc., or any other structure that can be damaged by contact with the trimming device's cutting instrument). Areas will be mowed first, followed by the trimming operation.
- 7.17 The finished height of the trimmed grass will exactly match the height of the mowed grass.
- 7.18 Trimming will be accomplished free of scalping, rutting, bruising, and uneven and rough cutting. Streaks or irregularities, uneven cutting, plowing, or gouging of the soil is unacceptable.

- 7.19 All Headstones will be entirely edged nine (9) times during the mowing season at the Superintendents discretion with at least 2 days notice.

8. CONTRACTORS REPSONSIBILITIES

Contractor shall be responsible for:

- 8.1 Supplying all equipment, personnel, tools, supplies, and materials necessary to perform the services required by this contract. Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the contractor and shall be consistent and fully compliant with all applicable OSHA, Federal, State, County, City laws, ordinances and regulations.
- 8.2 The supply, maintenance, and repair of all contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of the contract. No contractor equipment maintenance repairs of any kind can be done on cemetery property without the Cemetery Superintendent approval.
- 8.3 Ensuring that all of his/her motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.
- 8.4 No Contractor equipment and supplies (property) required to perform work under this contract shall be stored on the cemetery premises. No personal property, equipment, or vehicles shall be stored on the cemetery premises.
- 8.5 Providing all ground maintenance services including but not limited to: regular mowing, trimming, removal of leaves and debris, as well as, sweeping or blowing off roads, and around flagpole bases.
- 8.6 Turf maintenance: Maintain proper grass heights, different mowing patterns, for the type of turf at the Crownsville Veterans Cemetery.
- 8.7 Turfgrass surrounding headstones trimmed to its recommended height for the type of turf at the Crownsville Veterans Cemetery.
- 8.8 Trimming Turf Grass Heights: Trimmed and mowed grass will be at the same height; including, areas such as around planting beds, monuments, curbs, walls, fences, signs, etc.
- 8.9 Provide a safe working environment for the Contractor, Cemetery staff and general public.
- 8.10 Ensuring all work conforms to the National Cemetery Administration's National Shrine

9. HOURS WHEN WORK MAY BE PERFORMED

- 9.1 Work shall be performed between the hours of 8:00 a.m. and 4:00 p.m. local time, Monday through Friday except observed Holidays or unless otherwise directed by the Cemetery Superintendent. At Contractor request and with the written permission of the Cemetery Superintendent, work may also be permitted to be scheduled for weekends and/or Holidays. When emergency situations that are caused by the Contractor or severe adverse weather prohibit during the week, then the Contractor shall make arrangements with the Cemetery Superintendent to work on weekends in order to meet the standards of performance. The State will not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified Contract.
- 9.2 A schedule for mowing in accordance with Section 7.3 above shall be established by the Contractor and approved by the Cemetery Superintendent. All mowing and trimming must be accomplished in no more than two (2) consecutive workdays and shall be performed so as to cause the least disruption to funeral services being conducted in the cemetery.
- 9.3 To ensure continuity and pass down of any information the Contractor is required to check in with the Superintendent/Cemetery office prior to any scheduled mowing.
- 9.4 The hours of operation at the Cemetery are 8:00 a.m. to 5:00 p.m. Monday through Friday. Hours of operation for Saturday, Sunday and State holidays are 8:00 a.m. to 5:00 p.m. for visitation only.

10. STATE HOLIDAYS:

State holidays which shall be observed by the Contractor shall include:

New Year's Day	Independence Day	Martin Luther King Day
Labor Day	Washington's Birthday	Columbus Day
Veteran's Day	Memorial Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	

And all other additional days authorized by the Governor, plus official general election holidays and Service Reduction Days.

11. RESPONSIBILITY OF EACH CEMETERY

- 11.1 The Cemetery Superintendents shall determine if performance is within the standards set forth in these specifications.
- 11.2 The Cemetery Superintendent shall assure that all trash, wilted live flowers, artificial flowers,

and empty temporary flower vases are removed from grave areas prior to any scheduled mowing.

- 11.3 The Cemetery Superintendent shall assure that the cup on all permanent in-ground flower vases is placed into its base prior to any scheduled mowing.

12. STANDARDS OF EMPLOYEE CONDUCT

Contractor's personnel shall be required to adhere to the following standards of dress and conduct as briefly mentioned here, while performing work in the Cemetery.

- 12.1 Clothing shall be presentable and suitable to work while maintaining proper appearance and decorum indicative for a National Shrine. Uniform shirts and hats are required. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.
- 12.2 Behavior and language must be appropriate, reverent, and respectful at all times.
- 12.3 Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.
- 12.4 Use of intoxicating beverages, any tobacco products, and illegal drugs on the Cemetery premises is strictly prohibited.
- 12.5 Contractor personnel shall not lean, sit, or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.

13. PARKING AND REGULATIONS

Contractor employees shall park privately owned vehicles in the area designated for parking by the Director or his designee. It is the responsibility of the Contractor to ensure his employees park in the appropriate designated parking areas. The Cemetery will not validate or make reimbursement for parking violations of the Contractor's employees under any conditions. Smoking is prohibited inside any buildings at the Cemetery. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search

14. USE OF CEMETERY FACILITIES

- 14.1 The State shall not be responsible for any loss, damage, or theft of Contractor items. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Cemetery facilities used by Contractor's employees.

- 14.2 The State will not furnish a storage building at the Cemetery site for use by the Contractor to store supplies and equipment. The State will provide an area designated for the Contractor's use.

15. SUPERVISION AND TRAINING

- 15.1 The Contractor shall provide a competent and experienced English speaking Supervisor who speaks and writes fluent English on site, and all times when Contractor personnel are on the premises. The Contractor Superintendent must have not less than five (5) years experience as a direct supervisor of grounds maintenance operations that included mowing and trimming in industrial, commercial or public sites. The Contractor Superintendent shall ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.
- 15.2 The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor is expected to remove any employees from the Cemetery for cause, to include, but not limited to, safety violations, other misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the State. If the Contractor fails to act in this regard, or the reason for removal is immediately required to protect the interests of the State, the Director or his designee may direct the removal of an employee from the premises. Contractor objections to any such action will be referred to the Procurement Officer (PO) for final resolution; however, the Contractor will first immediately comply with the Director or his designee direction pending any PO final resolution at a later time or date. The Contractor will not be due any type of compensation for their costs incurred as a result of the employee being removed for cause; unless the removal is directed by the Director or his designee, and is later invalid and/or unreasonable by the Procurement Officer.

SCHEDULE OF REDUCTIONS FOR NON-PERFORMANCE OR FAILURE TO MEET THE STANDARDS SPECIFIED IN THE CONTRACT.

The following reductions shall be used in adjusting the Contractor's invoice when the Contractor fails to perform any task required in these specifications or perform any task below the standards as required by the specifications in the contract. The Contractor may appeal the Superintendent's determination in accordance with this section. (See Section Disputes for Deductions)

For each 12 month period of the contract:

- ☐ **First occurrence:** Written documentation notice from the Superintendent to the Contractor.
- ☐ **Second occurrence:** Written documentation and deduction of 10% of monthly invoice amount.

- ☐ **Third occurrence:** Written documentation and deduction of 15% of monthly invoice amount in addition to a reminder notice from the Procurement Officer.
- ☐ **Any additional occurrence:** Written documentation and deduction of 20% of monthly invoice amount.

NOTE: Copies of all correspondence regarding this clause must be submitted to the DGS Procurement Officer.

Reductions for "No Shows" may be based on the normal number of Contractor personnel assigned to the building multiplied by the hours normally worked by the Contractor, at the hourly rate of the bid.

When, in the judgment of the Superintendent, a deficiency is not addressed by the Contractor after timely notification, the MDVA Procurement Officer may approve of another outside firm/contractor to do the work in question and deduct the full cost of that work from the Contractor's monthly invoice.

The referenced conditions (examples) may result in Termination for Default of the contract by the DGS Procurement Officer.

DISPUTES ARISING FROM REDUCTIONS

Should the Contractor dispute the validity of a reduction determination made by the Superintendent, he/she may appeal the reduction to the Procurement Officer at the MDVA, within seven (7) calendar days of receiving the notice of the reduction. The MDVA Procurement Officer or designee will review the reduction and make written determination as to its validity within seven (7) calendar days of the receipt of the appeal from the Contractor.

- 15.3 The Contractor shall be responsible for training and safety precautions for Contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Contractor shall ensure that appropriate safety equipment is used by the Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices. The following OSHA and NFPA standards and codes are to be adhered to:

- a) National Fire Protection Association (NFPA): 10-1998 Standard for Portable Fire Extinguishers
- b) Occupational Safety and Health Administration (OSHA) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
- c) Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in

accordance with NFPA 241.

Site supervisor/foreman is required to hold a 10 hour OSHA certification

16. PAYMENT TO THE CONTRACTOR

- 16.1 At the end of each month the Contractor shall render to the Cemetery Superintendent, an itemized invoice showing the areas mowed based on the number of approved mows made that month.
- 16.2 The Contractor will be paid based on the cost of each mow as bid.
- 16.3 The Contractor's federal identification number or social security number must be indicated on the front of the invoice. The name of the Cemetery and address shall be printed on each corresponding invoice.

All invoices shall be addressed as follows:

Maryland Department of Veterans Affairs
ATTN: Fiscal Department
The Wineland Building, 4th Floor
16 Francis Street
Annapolis, MD 21401

- 16.4 The Cemetery Superintendent or his/her designee shall review each invoice.

17. CONTRACTORS INSURANCE

- 17.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 17.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 17.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

- 17.4 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Procurement Officer with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:

Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.

Commercial General Liability as required in Section 17.1

Errors and Omissions/Professional Liability as required in Section 17.2

Automobile and/or Commercial Truck Insurance as required in Section A

- 17.5 The State shall be named as an additional named insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- 17.6 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

17.7 FIDELITY BOND

Contractor's employees must be bonded by a company approved by the Maryland Insurance Commissioner to issue such bonds in Maryland. The bond or bonds shall protect the State against loss by theft of money or other property from the premises to which Contractor's employees have access, or loss which the State or others may sustain as a result of any fraudulent or dishonest act of Contractor's employee, acting alone or in collusion with others, during the term of this contract. Said bond or bonds shall have a limit of at least \$2,500.00 per occurrence, per employee. Contractor must deliver said bond or bonds to the State not later than the time of award of contract.

18. **QUALIFICATIONS AND REFERENCES**

Prior to submitting a bid for the work described by the specifications for solicitation, the

bidder must have at least three (3) complete and consecutive years providing the type of services described in this solicitation.

Upon request, bidders are to submit via fax or by e-mail, at least three (3) and no more than five (5) references of the companies or organizations for which the bidder provided services of the type, size and complexity comparable to those specified with this solicitation. The references must have been for services provided within the past five (5) consecutive years. Each reference must include the following:

- A. Name, address, phone number and contact person.
- B. Name and location of reference.
- C. Term of contract.
- D. Size and type of facility (square footage/acreage).
- E. Details of acreage mowed.
- F. Type and complexity of service provided.
- G. Letters of testament are optional.

19. **RESPONSIBILITY DETERMINATION**

- 19.1 Unless stated elsewhere in the solicitation package, the minimum qualifications for award for this solicitation are as follows: The Successful Bidder must have a minimum of three (3) years of successful performance of the specified requirements in comparable scope and magnitude; specifically this experience must be in providing grounds maintenance of the type and size and complexity comparable to those specified in the solicitation. References substantiating this experience must be provided timely upon request by the Procurement Officer. References must include the contract value, term of contract, size/type of facility (square footage/acreage), details of acreage mowed, type and complexity of service provided and a reference with *current working phone and email* for contact.
- 19.2 Information provided on resumes will be verified, as well as any applicable licenses. In addition, the contractor's information will be sent to Maryland Assessments and Taxation for verification that he/she is cleared of any issues of non-payment and the company is in good standing. It will be the bidder's responsibility to timely clear any outstanding issues upon notification.
- 19.3 Further, if this solicitation does not carry an MBE goal and the bidder failed to attend the pre-bid or site visit prior to bidding, the bidder will be required to visit the site in order to confirm that their bid is in accordance with the terms, conditions and specifications. The State Agency is not responsible to meet the bidder's schedule. In order to be considered for award, the bidder must attend the site visit at the available schedule of the State Agency Point of Contact within five (5) working days of notification by the Procurement Officer.

- 19.4 References will be contacted. Only prior contract work that can be substantiated may be used for a responsibility determination. The Procurement Officer is not responsible for incorrect or outdated email addresses, phone numbers or references that fail to respond within three (3) business days.
- 19.5 All requirements above must be met in the time limit provided by the Procurement Agent. Unreasonable failure to supply information promptly in connection with a determination of responsibility is grounds for rejection of the bidder as not responsible. See COMAR 21.06.01.01 B. (1).

20. **COMMUNICATION**

The bidder/contractor must provide a reliable means of contact throughout the responsibility determination and throughout the execution of any contract. Failure to respond to any contact (phone, email, fax, letter, etc.) by the Procurement Officer or designee within 24 hours will jeopardize a bidder's determination of responsibility and the bid may be rejected. Once the contract is awarded, failure of a Contractor to respond to written notification regarding contractual issues in less than the designated time may render the contract subject to termination for cause.

21. **SMALL BUSINESS PREFERENCE PROCUREMENT**

Designation This procurement has been designated as a Small Business Preference in accordance with Title 14, Subtitle 2, of the State Finance and Procurement Article of the Maryland Annotated Code. The preference percentages for this procurement are as follows:

- *State-certified, small business (not a veteran-owned or disabled-veteran-owned small business) 5 %*
- *State-certified, veteran-owned small business 7 %*
- *State-certified, disabled-veteran-owned small business 8 %*

The procurement agency will accept the most favorable responsive bid from a responsible, certified small business if the bid does not exceed the most favorable responsive received from a bidder who is not a certified small business by more than the percentage(s) listed above.

Eligibility To be eligible for the preference, your company must have a current small business certification from the Maryland Department of General Services.

Small business size standards in Maryland are different than federal standards. You CANNOT substitute an SBA 8(a) certification or VetBiz verification for Maryland small business certification.

If your small business is eligible but not certified by the State, apply for certification on the Department of General Services website at www.smallbusinessreserve.maryland.gov and obtain a small business certification number. State Law requires that the veteran business owner be domiciled in Maryland. There is no Maryland residency requirement for owners of small businesses participating in the Preference as small businesses without the veteran-owned or disabled-veteran-owned designation.

Required Information The bidder must provide the following to the procurement officer to prove eligibility for the preference:

- **Certified small business that is not veteran-owned or disabled veteran-owned:** Provide the DGS small business certification number.
- **Veteran-owned certified small business:** Provide the DGS small business certification number **AND** a copy of the business owner's DD Form 214 attesting to discharge or release under conditions other than dishonorable.
- **Disabled-veteran-owned small business that is currently verified and registered on www.VetBiz.gov:** Provide the DGS small business certification number **AND** a copy of the letter from the U.S. Department of Veterans Affairs Verification Program showing your verification is current.
- **Disabled-veteran-owned small business that is NOT currently verified and registered on www.VetBiz.gov:** Provide the DGS small business certification number **AND** a copy of your DD Form 214 showing discharge or release under conditions other than dishonorable **AND** a copy of your Adjudication Letter from the U.S. Veterans Administration.

22. LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000.00 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in this solicitation (see Attachment Z entitled "Living Wage Requirements for Service Contracts"). If the Bidder fails to submit and complete the required documentation under State law, the State may determine a Bidder to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **\$13.39 per hour**, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total value are performed in the Tier 2 Area, a Bidder shall pay each covered employee at least **\$10.06 per hour**. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne

Arundel, Baltimore County and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 *et al.* The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. *See* COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

The contract resulting from this solicitation has been deemed to be a Tier 1 contract.

*****See the LIVING WAGE attachments to this solicitation*****

*****Read all attachments thoroughly and retain for future reference**

23. BASE BID

The base bid (eMaryland Marketplace Line 001) shall include the total cost for thirty-six (36) months to provide the provision of ground maintenance as described in these specifications. The price shall cover performance of all requirements including supplies, equipment, wages, overhead and profit for the entire term of the contract. The following is an example of the eMarylandMarketplace solicitation:

78 each	x \$	_____	= \$	_____
(Three (3) years		(Cost per cut)		(Base Bid)
of total mows)				

24. BASIS OF AWARD

The award shall be made to the responsible bidder that submits the lowest responsive base bid.